



**GENERAL CONDITIONS OF
CARRIAGE
-PASSENGER AND BAGGAGE-**

MONTENEGRO AIRLINES
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- 1. DEFINITIONS OF PARTICULAR EXPRESSIONS IN THIS DOCUMENT**
- 2. APPLICABILITY**
- 3. TICKETS**
- 4. FARES, TAXES, FEES AND CHARGES**
- 5. RESERVATIONS**
- 6. CHECK-IN AND BOARDING**
- 7. REFUSAL AND LIMITATION OF CARRIAGE**
- 8. BAGGAGE**
- 9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS**
- 10. REFUNDS**
- 11. CONDUCT ABOARD AIRCRAFT**
- 12. ARRANGEMENTS FOR ADDITIONAL SERVICES**
- 13. ADMINISTRATIVE FORMALITIES**
- 14. SUCCESSIVE CARRIERS**
- 15. LIABILITY FOR DAMAGE**
- 16. TIME LIMITATION ON CLAIMS AND ACTIONS**
- 17. OTHER CONDITIONS**
- 18. INTERPRETATION**
- 19. APPENDIX i – NOTICE ON PASSENGER RIGHTS IN THE EVENT OF LONG DELAY OR CANCELLATION OF FLIGHTS, OR DENIED BOARDING**
- 20. EXPECTANT MOTHERS**

Article 1 – DEFINITIONS OF PARTICULAR EXPRESSIONS IN THIS DOCUMENT

As you read this document, please note that:

"We", "our" "ourselves" and "us" means Montenegro Airlines.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

"**AGREED STOPPING PLACES**" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

"**AIRLINE DESIGNATOR CODE**" means the two-characters or three letters which identify particular air carriers.

"**AUTHORISED AGENT**" means a passenger sales agent who has been appointed by us to represent, us in the sale of air transportation on our services.

"**BAGGAGE**" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

"**BAGGAGE CHECK**" znači oni djelovi karte koji se odnose na prevoz vašeg registrovanog prtljaga.

"**BAGGAGE IDENTIFICATION TAG**" means a document issued solely for identification of Checked Baggage.

"**CARRIER**" means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

"**CHECKED BAGGAGE**" means Baggage of which we take custody and for which we have issued a Baggage Check.

"**CHECK-IN DEADLINE**" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

"**CONDITIONS OF CONTRACT**" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

"**CONJUNCTION TICKET**" means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

"**CONVENTION**" means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

- the Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.3 of Montreal (1975);
- Guadalajara, supplementary Convention (1961) (Guadalajara);
- The Montreal Convention (1999).

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

"DAMAGE" includes death, wounding, or bodily injury to a passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental hereto performed by us.

"DAYS" mean all seven days of the week. For the purpose of sending notices, the day on which notice is sent shall not be counted; and for the purposes of determining duration of validity of a Ticket, the day on which the Ticket was issued, or the first flight commenced shall not be counted.

"ELECTRONIC COUPON" means an electronic flight coupon or other value document held in our database.

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage", or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

"PASSENGER COUPON" or **"PASSENGER RECEIPT"** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

REGULATION (EC) No 261/2004 means Regulation of the European Parliament and of the Council, of 11th February 2004, establishing common rules on compensation and assistance to passengers in the event of cancellation or long delay of flights, and repealing Regulation (EEC) 295/91.

REGULATION (EC) No 2027/97 means Regulation of European Parliament and of the Council, of 9 October 1997, establishing common rules on air carrier liability in respect of the carriage of the passengers and their baggage by air, as amended by Regulation (EC) 889/2002 of 13 May 2002.

"SDR'S" means a Special Drawing Right as defined by the International Monetary Fund.

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

ARTICLE 2 – APPLICABILITY

2.1. GENERAL

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

2.2. CHARTER OPERATIONS

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

2.3. CODE SHARES

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

2.4. OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.5. CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

ARTICLE 3 – TICKETS

3.1. GENERAL PROVISIONS

3.1.1. We will provide carriage only to the Passenger named in the Ticket, and you may be required to present appropriate identification.

3.1.2. A Ticket is not transferable.

3.1.3. Some Tickets are sold at discounted fares which may be partially or completely non-refundable. For individual rules please refer to the respective fare conditions. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.4. If you have a Ticket, as described in 3.1.3 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and provide evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable E administration fee.

3.1.5. The Ticket is and remains at all times the property of the issuing carrier.

3.1.6. Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, shall not be entitled to be carried on a flight unless you provided positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.7.

a) In case of loss or mutilation of a Ticket (or part of it by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request WE will replace such Ticket (or part of it) by issuing a new Ticket provided there is evidence, readily ascertainable at the time that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

b) Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been user before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.8. A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2. PERIOD OF VALIDITY

3.2.1. Except as otherwise provided in the Ticket, these Conditions, or Tariffs which apply (in which case the limitation will be shown on the Ticket), a Ticket is valid for travel for:

a) one year from the date of issue; or

b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

3.2.2. When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3. If after having commenced your journey, you are prevented from travelling within the period of validity of your Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed, on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the recovery date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4. In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than fortyfive (45) Days from the date of the death.

3.3. COUPON SEQUENCE AND USE

3.3.1. The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2. Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3. Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.

3.3.4. Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.5. Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.6. Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

3.4. NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary Receipt.

ARTICLE 4 – FARES, TAXES, FEES AND CHARGES

4.1. FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2. TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.3. CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent, at or before the time payment is made (for example, because of the non- convertibility of the local currency). We may at our discretion, accept payment in another currency.

ARTICLE 5 – RESERVATIONS

5.1. RESERVATION REQUIREMENTS

5.1.1. We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2. Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2. TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

5.3. PERSONAL DATA

You recognise that personal data have been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above mentioned services.

5.4. SEATING

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5. RECONFIRMATION OF RESERVATIONS

5.5.1. Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination on a later flight.

5.5.2. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

5.6. CANCELLATION OF ONWARD RESERVATION'S

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

ARTICLE 6 – CHECK-IN AND BOARDING

6.1. Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.

6.2. You must be present at the boarding gate not later than the time specified by us when you check-in.

6.3. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4. We will not be liable to you for any loss or expense incurred if due to your failure to comply with the provisions of this Article.

ARTICLE 7 – REFUSAL AND LIMITATION OF CARRIAGE

7.1. RIGHT TO REFUSE CARRIAGE

Montenegro Airlines may refuse the carriage of you or your baggage for reasons of safety, or if, in the exercise of its reasonable discretion, Montenegro Airlines determines that:

7.1.1. such action is necessary in order to comply with any applicable laws, regulations, or orders of any country to be flown from, to or over; or

7.1.2. your conduct, age, mental or physical state is such as to

7.1.2.1. require our special assistance; or

7.1.2.2. involve any hazard or risk to you, other passengers, crew or their property; or

7.1.2.3. such action is necessary because you have failed to observe our instructions; or

7.1.2.4. you have refused to submit to a security check; or

7.1.2.5. you have failed to observe the rules set forth in the Article 3.3 herein, which relates to the sequence of coupons and their usage; or

7.1.2.6. you have not paid the applicable fare or any charges or taxes payable; or

7.1.2.7. you appear not to be properly documented, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.2.8. the carriage of you or your baggage may endanger or affect the safety, health and comfort of other passengers or crew; or

7.1.3. you present a Ticket

7.1.3.1. that has been acquired unlawfully, has been purchased from an entity other than Montenegro Airlines or its Authorized Agent; or

7.1.3.2. that has been reported as being lost or stolen; or

7.1.3.3. that is a counterfeit ticket; or

7.1.3.4. you cannot prove that you are the person named in the *Name of Passenger* box;

7.1.3.5. one of which flight coupons has been altered by anyone other than Montenegro Airlines or its Authorized Agent, in which case Montenegro Airlines reserves the right to retain such a ticket; or

7.1.4. You fail to observe our instructions with respect to safety or security.

7.2. SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

ARTICLE 8 – BAGGAGE

8.1. FREE BAGGAGE ALLOWANCE

Certain volume of Baggage will be carried complimentary on Us, subject to our conditions and limitations, which are available upon request from us or our Authorized Agents.

8.2. EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and are available at Montenegro Airlines offices or at our Authorized Agents.

8.3. ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1. You must not include in your Baggage:

8.3.1.1. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2. items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3. items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2. Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.1.

8.3.3. Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.4. You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5. If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.4. RIGHT TO REFUSE CARRIAGE

8.4.1. Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2. We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3. We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5. RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1 or any firearms, ammunition or

weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage we shall not be liable for such Damage unless due to our fault or negligence.

8.6. CHECKED BAGGAGE

8.6.1. Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2. Checked Baggage must have your name or other personal. identification affixed to it.

8.6.3. Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7. UNCHECKED BAGGAGE

8.7.1. We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so. Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

8.8. COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1. Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2. Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

8.8.3. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9. ANIMALS

If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1. You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2. If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

8.9.3. Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4. Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

8.9.5. We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9 - SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1. SCHEDULES

9.1.1. The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2. Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

9.2. CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1. We will take all necessary measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2. Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1. carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2. within a reasonable period of time reroute you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3. make a refund in accordance with the provisions of Article 10.2.

9.2.3. Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4. If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy. (See Attachment I – 19). This will not apply if you failed to meet the check-in and boarding requirements or we exercise our right to refuse to carry you under clause 7.1 or 7.2.

ARTICLE 10 - REFUNDS

10.1. We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1. Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2. If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3. Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.2. INVOLUNTARY REFUNDS

10.2.1. If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

10.2.1.1. if no portion of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2. if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.3. VOLUNTARY REFUNDS

10.3.1. If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

10.3.1.1. if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2. if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

10.4. REFUND ON LOST TICKET

10.4.1. If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1. that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence);

10.4.1.2. that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

10.4.2. If we or our Authorised Agent lose the Ticket or portion of it, the loss shall be our responsibility.

10.5. RIGHT TO REFUSE REFUND

10.5.1. We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2. We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.6. CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

10.7. BY WHOM TICKET IS REFUNDABLE

Voluntary refunds will be made only by the carrier which original issued the Ticket or by its agent if so authorised.

ARTICLE 11 – CONDUCT ABOARD AIRCRAFT

11.1. GENERAL

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2. ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

ARTICLE 12 – ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1. If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2. If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

ARTICLE 13 – ADMINISTRATIVE FORMALITIES

13.1. GENERAL

13.1.1. You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2. We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.1.3. We shall not be liable for any aid or information given to you by any Our employee or agent in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, requirements, rules and instruction, whether given in writing or otherwise.

13.2. TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3. REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

13.5. CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6. SECURITY INSPECTION

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

ARTICLE 14 – SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.2(b).

ARTICLE 15 – LIABILITY FOR DAMAGE

15.1. The liability of Montenegro Airlines and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1. Unless otherwise stated herein, carriage of passengers and baggage is subject to the liability rules of the Montreal Convention and Regulation (EC) 2027/97.

15.1.2. Pursuant to the Convention, Montenegro Airlines's liability for damage is as follows:

a) In case of death or bodily injury on Montenegro Airlines flights Our liability is limited to 113,100 SDRs (approximately 121,234 EUR) per passenger. Above that amount, the Montenegro Airlines can defend itself against a claim by proving that it was not negligent or otherwise at fault.

b) If passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death this advance payment shall not be less than 16,000 SDRs (approximately 17,600 EUR).

c) We will be partly exonerated from damage if the damage was contributed by your negligence or omission, in accordance with the applicable law.

d) We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

e) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

f) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

g) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to 1,131SDR's (approximately 1,213 EUR) per passenger. Provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply.

h) Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

i) We can also be exonerated from Our liability for damage caused by loss of baggage if we can prove that We or Our Agent have taken all reasonable measures to avoid the damage or that it was impossible for Us or Our agents to take such measures.

j) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

k) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

l) Our liability for damage caused to a passenger by delay is limited by the convention to 4,694 SDR's (approximately 5,000 EUR).

m) We are not liable for damage to passengers caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that that it was impossible for us or our agents to take such measures.

n) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

o) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents employees, representatives and persons shall not exceed the amount of our own liability, if any.

p) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

ARTICLE 16 -TIME LIMITATION ON CLAIMS AND ACTIONS

16.1. NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twentyone (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

16.2. LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 17 - OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, the on board consumption of alcoholic beverages, and smoking on board.

ARTICLE 18 – INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

Valid as of January 1, 2010

MONTENEGRO AIRLINES

19. APPENDIX i – NOTICE ON PASSENGER RIGHTS IN THE EVENT OF LONG DELAY OR CANCELLATION OF FLIGHTS, OR DENIED BOARDING*

** In accordance with the Regulation EC 261/2004 of the European Parliament and of the Council*

19.1 APPLICABILITY

The rules defined herein shall apply:

- in respect of flights departing from an airport situated in the EU or in a country signatory to the ECAA Agreement^[1]
- in respect of flights departing from an airport situated in a third country to an airport in the EU or in a country signatory to the ECAA Agreement, provided that you received no benefits or compensation and were given no assistance in that third country, and that the operating carrier of the flight concerned is a Community carrier or a carrier of a country signatory to the ECAA Agreement;
- in respect of both scheduled and non-scheduled flights.

The rules shall apply on condition:

- that you hold a ticket with a confirmed reservation on the flight concerned and present yourself for check-in at the time indicated in writing, or, if time has not been indicated, no later than 45 minutes prior to the published departure time (except for the cases where the flight has been cancelled in advance);

- that you are travelling at the fare directly or indirectly available to the public (published fare). The same shall also apply if your ticket has been issued under the frequent flyer programme.

^[1] *ECAA Agreement – Multilateral agreement on the establishment of a European Common Aviation Area*

19.2 DELAY

When we reasonably expect a flight to be delayed beyond its scheduled time of departure:

- a)** for two or more hours in case of flights of 1500 kilometers or less;
- b)** for three or more hours in case of flights between 1501 and 3500 kilometers;
- c)** for four or more hours in case of flights of more than 3500 kilometers

19.2.1 we will offer you:

- meals and refreshments in a reasonable relation to the waiting time and;
- possibility to contact the destination area by phone, e-mail, telex or fax messages.

When the time of departure is reasonably expected to be at least the day after the time originally scheduled, we will, in addition to the assistance described above, offer you also:

- hotel accommodation;
- transport between the airport and the place of accommodation.

19.2.2 When the delay is at least five hours and you decide not to fly on the delayed flight, you are entitled to reimbursement of the full cost of your ticket at the price at which it was bought, for part or parts of journey that have not been made and for the part or parts already made if the flight no longer serves the purpose in relation to your original travel plans.

19.3 CANCELLATION

19.3.1 In case that your flight has been cancelled we will offer you the choice between:

- reimbursement of the full cost of your ticket at the price at which it was bought, for the part or parts of the journey that have not been made and for the part or parts already made if the flight no longer serves the purpose in relation to your original travel plans;
- rerouting to your final destination at the earliest opportunity and under comparable conditions;
- rerouting to your final destination at a later date of your choice, subject to availability and under comparable conditions.

19.3.2 In addition, we will offer you:

- meals and refreshments in a reasonable relation to the waiting time and;
- possibility to contact the destination area by phone, e-mail, telex or fax messages.

If you opt for rerouting, and the expected time of departure of the new flight is at least one day after the time of departure previously announced, we will also offer you:

- hotel accommodation;
- transport between the airport and the place of accommodation.

19.3.3 Due to cancellation of a flight you are entitled to compensation as follows:

- a)** EUR250 for flights of 1500 kilometers or less;
- b)** EUR400 for flights between 1501 and 3500 kilometers;
- c)** EUR600 for flights of more than 3500 kilometers.

19.3.3.1 The compensation may be reduced by 50% if you have been offered rerouting on a flight the arrival time of which does not exceed the arrival time of the flight originally booked:

- by two hours in case of flights of 1500 kilometers or less;
- by three hours in case of flights between 1501 and 3500 kilometers;
- by four hours in case of flights of more than 3500 kilometers.

19.3.4 You are not entitled to compensation if:

- a)** you are informed of the cancellation at least two weeks before the scheduled time of departure;
- b)** you are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered rerouting allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival;
- c)** you are informed of the cancellation less than seven days before the scheduled time of departure and are offered rerouting allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival;
- d)** the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

19.4 DENIED BOARDING

19.4.1 In case we have to transport less passengers than checked-in for a flight, we will first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between you and us.

19.4.2 If an insufficient number of volunteers comes forward and we deny boarding to you against your will, we will offer you the choice between:

- reimbursement of the full cost of your ticket at the price at which it was bought, for the part or parts of the journey that have not been made and for the part or parts already made if the flight no longer serves the purpose in relation to your original travel plans;
- rerouting to your final destination at the earliest opportunity and under comparable conditions;
- rerouting to your final destination at a later date of your choice, subject to availability and under comparable conditions.

In addition, we will offer you:

- meals and refreshments in a reasonable relation to the waiting time and;

- possibility to contact the destination area by phone, e-mail, telex or fax messages.

19.4.3 If you opt for rerouting, and the expected time of departure of the new flight is at least one day after the time of departure previously announced, we will also offer you:

- hotel accommodation;
- transport between the airport and the place of accommodation.

19.4.4 If you have been denied boarding against your will, you are entitled to compensation as follows:

- a) EUR250 for flights of 1500 kilometers or less;
- b) EUR400 for flights between 1501 and 3500 kilometers;
- c) EUR600 for flights of more than 3500 kilometers.

19.4.4.1 The compensation may be reduced by 50% if you have been offered rerouting on a flight the arrival time of which does not exceed the arrival time of the flight originally booked:

- by two hours in case of flights of 1500 kilometers or less;
- by three hours in case of flights between 1501 and 3500 kilometers;
- by four hours in case of flights of more than 3500 kilometers.

19.4.4.2 Passengers who have been denied boarding due to medical, security or safety reasons, or due to incomplete or invalid travel documents, or due to justifiable reason that the ticket had been obtained as a result of credit card fraud shall not be entitled to the compensation described above.

19.5 DOWNGRADING OR UPGRADING

19.5.1 If we place you in a class lower than that for which the ticket was purchased, we will reimburse the following:

- 30% of the price of the ticket for flights of 1 500 kilometers or less;
- 50% of the price of the ticket for flights between 1501 and 3500 kilometers;
- 75% of the price of the ticket for flights exceeding 3500 kilometers.

19.5.2 If we place you against your will in a class higher than that for which the ticket was purchased we will not request any supplementary payment from you.

20. EXPECTANT MOTHERS

EXPECTANT MOTHERS

Expectant mothers within the 20th week of pregnancy, of normal health and with no pregnancy complications, can travel on Montenegro Airlines' flights without medical clearance.

In cases when pregnancy has entered 20th week, we will restrict such travel unless a medical clearance issued within 7 days prior to commencement of travel has been submitted. Medical clearance should confirm that:

- delivery is not expected within 4 weeks from the beginning of travel, and that the pregnant lady is fit to travel;
- there is not uncertainty of progress of pregnancy or time of confinement, or
- complications in delivery may not be expected.

The clearance provided remains in the ticketing office.

We will restrict travel to pregnant ladies within the last seven days prior to confinement and within the first seven days after delivery.

Travel is not recommended to pregnant ladies after 32nd week of pregnancy and 7 days after delivery.

We believe you understand that these rules are in force for the sake of both the mother's and the baby's health.

NEWBORN BABIES

Newborn babies will be accepted on our flights only seven days after birth, provided not prematurely born. For travel of prematurely born infants an advance arrangement and the medical clearance will be necessary.